

State of Nevada Department of Health and Human Services

Division of Public & Behavioral Health

(Hereinafter referred to as the Department)

Agency Ref, #: SG-2025-00759 Budget Account: 3234

NOTICE OF SUBAWARD

Program Name: Public Health Infrastructure & Improvement Office of Administration Mitch Devalliere / DPBHPHII@health.nv.gov	Subrecipient's Name: Northern Nevada Public Health Kristen Palmer / kpalmer@nnph.org				
Address: 10375 Professional Circle Reno, Nevada 89521	Address: 1001 E 9Th St Bldg B Reno, Nevada, 89512-2845				
Subaward Period:	Subrecipient's: EIN: 88-6000138				
2024-12-01 through 2027-11-30	Vendor # : T40283400Q				
	UEI #: GPR1NY74XPQ5				
Region(s) to be served: Ÿ Statewide L Specific county or co	unties: Washoe County				
1. Personnel	\$1,684,998.0				
2. Travel	\$10,700.0				
3. Operating	\$14,728.0				
4. Equipment	\$5,640.0				
5. Contractual/Consultant	\$78,056.0				
6. Training	\$121,730.0				
7. Other	\$74,763.0				
TOTAL DIRECT COSTS	\$1,990,615.0				
8. Indirect Costs	\$199,064.0				
TOTAL APPROVED BUDGET	\$2,189,679.0				

Terms and Conditions:

In accepting these grant funds, it is understood that:

by the grant administrator.

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Incorporated Documents:

Section A: Grant Conditions and Assurances; Section F: Current or Former State Employee Disclaimer

Section B: Descriptions of Services, Scope of Work and Deliverables; Section G: Business Associate Addendum

Section C: Budget and Financial Reporting Requirements; Section H: Matching Funds Agreement (optional: only if matching funds Section D: Request for Reimbursement;

Section E: Audit Information Request; are required)

Name	Signature	Date
Chad Kingsley, District Health Officer	Chad Kinglsey	11/21/2024
Mitch Devalliere, Bureau Chief	Mitch DeValliere	11/22/2024
for Cody Phinney Administrator, DPBH	Cody Phinney	12/3/2024

Federal Award Co				Match			
Total Obligated by this Action:	al Obligated by this Action:		Match Required	Ý Y L N	0.00%		
Cumulative Prior Awards this Budge	t Period:	\$0.00	Amount Required	I this Action:		\$0.00	
Total Federal Funds Awarded to Date	e:	\$2,189,679.0 0	Amount Required	Prior Awards:	\$0.00		
			Total Match Amo	unt Required:	\$0.00		
Research and Development Ÿ Y L I	V		•				
Federal Budge	et Period			<u>Feder</u>	al Project Period		
12/1/2022 through 11/30/2027				12/1/2022	2 through 11/30/20)27	
FOR AGENCY USE ONLY							
FEDERAL GRANT #: 6 NE11OE000076-01-01	Source of Fur Strengthening Sustaining Ne Health Infrastr Affected locati (with	and vada's Public ucture.	<u>% Funds:</u> 100.00	<u>CFDA:</u> 93.967	FAIN: NE110E000076 Federal Grant Award Da by Federal Agency: 4/17/2023		
Budget Account	Category	GL	Function	Sub-org	Job Number		
3234	10	8516	NA	NA	93967A3X		

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

- 1. ""Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an %adependent contractor with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as %Department +Dshall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance as the Recipient is an independent entity.
- 2. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
- - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Departments grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

- 1."""Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
- 2. Compliance with state insurance requirements for general, professional, and automobile liability; workers of compensation and employer liability; and, if advance funds are required, commercial crime insurance.
- 3.""These grant funds will not be used to supplant existing financial support for current programs.
- 4.""No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
- 5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- 6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- 7. Compliance with the Clean Air Act (42 U.S.C. Ï I €F. Ï Î Ï Fq.) and the Federal Water Pollution Control Act (33 U.S.C. FG F. FH Ï L S amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. Ï I €F. Ï Î Ï Fq) and the Federal Water Pollution Control Act as amended (33 U.S.C. FG F. FH Ï L Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8. "Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantees fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular.

 To acknowledge this requirement, Section E of this notice of subaward must be completed.
- 10.""No funding associated with this grant will be used for lobbying.

- 11.""Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
- 12.""Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
- 13.""An organization receiving grant funds through the Department of Health and Human Services shall not use grant funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - o"""The introduction or formulation of federal, state or local legislation; or
 - o The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - <""""Any attempt to influence:</pre>
 - The introduction or formulation of federal, state or local legislation;
 - o"""The enactment or modification of any pending federal, state or local legislation; or
 - o the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- 14.""An organization receiving grant funds through the Nevada Department of Health and Human Services <u>may</u>, to the extent and in the <u>manner authorized in its grant</u>, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - o""Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation:
 - o""Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - o""Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION B

Description of Services, Scope of Work and Deliverables

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Northern Nevada Public Health, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Northern Nevada Public Health

Primary Goal: See attached

<u>Objective</u>	Activities	Due Date	Documentation Needed
1. See attached	See attached	11/30/2027	See attached

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

ATTACHMENT A

Scope of Work and Deliverables

Northern Nevada Public Health, hereinafter referred to as Vendor, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Washoe County Health District

Goal 1: Maintain Health District workforce capacity to reduce health disparities and improve health equity in Washoe County

Object	<u>tive</u>	<u>Activities</u>		Documentation Needed
1.	Maintain four positions within the Health District specifically focused on health equity related goals and initiatives.	Continue to employ one Health Equity Coordinator, one Media and Communications Specialist, and two Community Organizers. Promptly fill any vacancies that occur during the grant period.	Ongoing through 11/30/2027	1. Employment records
2.	Complete initiatives designed to assure a workforce that represents the County we	2a. Assess how the WCHD staff demographics compare to community demographics annually.	Annually by June 30	2a. Demographics comparison report
	serve.	2b. Work with County HR to review selected job specifications to reduce barriers to recruitment of a diverse candidate pool.	11/30/25	2b. Reviewed job descriptions
		2c. Complete health equity organizational assessment	11/30/25	2c. Health Equity Organizational Assessment Report

Goal 2: Maintain the Health District's accreditation with the Public Health Accreditation Board

Objective	Activities	<u>Due Date</u>	Documentation Needed
Fulfill all requirements to meet PHAB accreditation standards.	Complete reaccreditation application process.	3/09/2025	1.Letter of re-accreditation from PHAB
	Submit accreditation annual reports	Annually	2. PHAB Annual Reports

ATTACHMENT A

Scope of Work and Deliverables

Northern Nevada Public Health, hereinafter referred to as Vendor, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Washoe County Health District

Goal 1: Maintain Health District workforce capacity to reduce health disparities and improve health equity in Washoe County

Object	<u>ive</u>	Activities	Due Date	Documentation Needed
1.	Maintain four positions within the Health District specifically focused on health equity related goals and initiatives.	Continue to employ one Health Equity Coordinator, one Media and Communications Specialist, and two Community Organizers. Promptly fill any vacancies that occur during the grant period.	Ongoing through 11/30/2027	1. Employment records
2.	Complete initiatives designed to assure a workforce that represents the County we	2a. Assess how the WCHD staff demographics compare to community demographics annually.	Annually by June 30	2a. Demographics comparison report
	serve.	2b. Develop a health equity plan for the health district	11/30/27	2b. NNPH Health Equity Plan
		2c. Implement at least three strategies to build health equity capacity within the health district	11/30/27	2c. Health Equity Organizational Assessment Report

Goal 2: Maintain the Health District's accreditation with the Public Health Accreditation Board

<u>Objective</u>	<u>Activities</u>	Due Date	Documentation Needed
Fulfill all requirements to meet PHAB accreditation standards.	Submit accreditation annual reports	Annually	PHAB Annual Reports
	Implement at least two Quality Improvement projects to build a continuous learning organization	11/30/27	QI Project Reports

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: %This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 6 NE110E000076-01-01 from Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (with. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (with.+

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 6 NE110E000076-01-01 from Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (with.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs		including fringe				Total:	\$1,684,998.00
Employee	Annual Salary	Fringe Rate	% of Time	<u>Months</u>	Annual % of Months worked	Amount Requested	Subject to Indirect? Fringe Salary
Camarina Augusto, Health Equity Coordinator 70011181	\$94,221.20	46.00%	100.00%	12.00	100.00%	\$137,562.95	L L
Lead health equity efforts disparities Yr 3	including internal	organizational ca	pacity building ar	nd external commu	nity engagement o	designed to reduc	e health
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$95,200.35	46.00%	100.00%	12.00	100.00%	\$138,992.51	F F
Provide additional commu actionable information in address health disparities	multiple formats a						
Itzayana Montoya Adame, Community Organizer 70011250	\$84,705.20	47.00%	100.00%	12.00	100.00%	\$124,516.64	F F
Implement community orgunderserved communities				ips with targeted c	ommunity-based o	organizations and	individuals in
Eva Sandoval, Community Organizer 70011251	\$84,705.20	51.00%	100.00%	12.00	100.00%	\$127,904.85	F F
Implement community orgunderserved communities				ips with targeted c	ommunity-based o	organizations and	individuals in
Camarina Augusto, Health Equity Coordinator 70011181	\$100,186.00	45.00%	100.00%	12.00	100.00%	\$145,269.70	F F
Lead health equity efforts disparities Yr 4	including internal	organizational ca	pacity building ar	nd external commu	nity engagement o	designed to reduc	e health
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$101,218.46	45.00%	100.00%	12.00	100.00%	\$146,766.77	F F
Provide additional commu actionable information in address health disparities	multiple formats a						
Itzayana Montoya Adame, Community Organizer 70011250	\$90,097.60	46.00%	100.00%	12.00	100.00%	\$131,542.50	F., F
Implement community orgunderserved communities			neficial relationsh	ips with targeted c	ommunity-based o	organizations and	individuals in
Eva Sandoval, Community Organizer 70011251	\$90,097.60	50.00%	100.00%	12.00	100.00%	\$135,146.40	F F

Implement community orgunderserved communities				os with targeted c	ommunity-based o	organizations and i	ndividuals in
Camarina Augusto, Health Equity Coordinator 70011181	\$108,614.15	46.00%	100.00%	12.00	100.00%	\$158,576.66	L., L
Lead health equity efforts disparities Yr. 5	including internal	organizational ca	pacity building and	d external commu	nity engagement	designed to reduce	health
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$104,508.06	46.00%	100.00%	12.00	100.00%	\$152,581.77	L L
Provide additional commucommunication channels				d actionable inforr	mation in multiple	formats and throug	h a variety of
Itzayana Montoya Adame, Community Organizer 70011250	\$96,019.20	47.00%	100.00%	12.00	100.00%	\$141,148.22	Γ Γ
Implement community orgunderserved communities				os with targeted c	ommunity-based o	organizations and i	ndividuals in
Eva Sandoval, Community Organizer 70011251	\$96,019.20	51.00%	100.00%	12.00	100.00%	\$144,988.99	F F
Implement community orgunderserved communities				os with targeted c	ommunity-based o	organizations and i	ndividuals in

In-State Travel				Total:	\$1,952.00
Destination of Trip: 3CMA Annual Conference	: Las Vegas NV - YF	23			
	Cost	# of Trips	# of Days	# of Staff	Total
OZā-æd^hÁnNa[•oÁ],^¦Án¦ājÁnǦāřājÁnBÁnå^•āř}æeāj}DÁn¢ÁÀÁ of tripsx# of staff	\$280.00	1		1	\$280.00
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00
Ú^¦ÁÖā^{ kÁÁÁÁ^¦ÁsaêÁ¸^¦ÁÕÙŒÁæe^Á;¦Ásee^æÁçÁÀÓ of tripsx# of staff	\$86.00	1	3	1	\$258.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$126.00	1	3	1	\$378.00
Õ¦[ˇ}åÁv¦æ)•][¦œæaj}kÁÑÁ,^¦Á,£BòlajÁçÁÑÁ,-Áslaj•Á x#ofstaff	\$30.00	1	2	1	\$60.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00
Úæ\ā,* kóÁÁÁ,^¦ÁsæÁ¢ÁÁÁ, Ásā,• Á¢ÁÁÁ, Ásæē•Á¢ÁÁÁ of staff	\$0.00				\$0.00
Funded positions will travel to a development of improve service delivery. The City-County Comgovernments from across the country to learn a proven outcomes, ways to use new technology, 3CMA Annual Conference is scheduled to be in	munications & Marke nd network among e and advance relatio	eting Association (3C) ffective public comm nships between gover	CMA) Conference cor nunicators about inno	nvenes local vative ideas and	\$976.00

Destination of Trip: 3CMA Annual Conference: Las Vegas NV - Yr 4							
Cost # of Trips # of Days # of Staff Total							
OBā-æò^KÁÁNS[•oÁj^\ÁddajÁQ;∤āfā,ÁBÁNA^•āf}æaāj}DÁN¢ÁNÁ of trips x # of staff	\$280.00	1		1	\$280.00		
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00		

Ú^¦ÁÖða^{ KÁMÁÁ¸^¦ÁsaêÁ¸^¦ÁÖÙŒÁææ^ÁǦÁseb^æÁ¢ÁÀ√ of trips x # of staff	\$86.00	1	3	1	\$258.00	
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$126.00	1	3	1	\$378.00	
Õ¦[ˇ}åÁv¦æ)•][¦œæaj}kÁÁÁ,^¦Á-ÐdajAkAÁ,-Ádaj•Á x#ofstaff	\$30.00	1	2	1	\$60.00	
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00	
Úæ\ā,*KóÁÁ,^¦ÁåæÁ¢ÁÁ, Ádā,•ÁrÁÁ, Áåæ•ÁrÁÁ of staff	\$0.00				\$0.00	
Funded positions will travel to a development opportunity for their professional development and will utilize knowledge to improve service delivery. The City-County Communications & Marketing Association (3CMA) Conference convenes local governments from across the country to learn and network among effective public communicators about innovative ideas and proven outcomes, ways to use new technology, and advance relationships between governments and the community. The 3CMA Annual Conference is scheduled to be in Las Vegas in September 2025.						

Out of State Travel			OSMot Days	Total:	\$8,748.00			
Destination of Trip: NACCHO 360: Anaheim, CA - Yr. 3								
	Cost	# of Trips	# of Days	# of Staff	Total			
OBa-æd^hÁM& [•oÁj^kátajÁQ;lātajÁBÁ&^•āt}æaāj}DÁ¢ÁÁÁ of trips x # of staff	\$279.00	1		1	\$279.00			
Baggage fee: \$ amount per person x # of trips x # of staff	\$25.00	1		1	\$25.00			
Ú^¦ÁÖā^{ kÁÁÁÁ^\ÁåæAÁ¸A'\ÁÕÙOZÁææ^Á; ¦Áæc^æA¢ÁÀ of trips x # of staff	\$86.00	1	4	1	\$344.00			
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$191.00	1	4	1	\$764.00			
Õl[`}åÁvlæ)•][ˈœæā]}kÁMÁ,^¦ÁÐda]ÁçÁAÁ, Áda]•Á x#ofstaff	\$30.00	1	2	1	\$60.00			
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00			
Úæ\ā,*KÁÁÁ,^¦ÁåæÂ¢Á¢ÁÁ,Áåā,•Á¢ÁÁ,Áåæê•Á¢ÁÁÁ of staff	\$12.00	1	4	1	\$48.00			
Funded positions will travel to a development opportunity for their professional development and will utilize knowledge to mprove service delivery. The NACCHO 360 conference convenes public health professionals to learn, gain insight from public health experts, engage with federal, state and local partners, and share experiences and best practices across local health departments. The 2025 conference in July is schedule to be in Anaheim, CA Yr 3								

Destination of Trip: NACCHO 360: Atlanta, GA - Yr. 4								
	Cost	# of Trips	# of Days	# of Staff	Total			
OZā-æá^kÁÁSK[•oÁş^\ÁsiājÁQ;¦āřājÁsÁså^•āř}æeāj}DÁsÁÀÁ of tripsx# of staff	\$364.00	1		4	\$1,456.00			
Baggage fee: \$ amount per person x # of trips x # of staff	\$25.00	1		4	\$100.00			
Ú^\ÁÖā^{ kóÁÁÁ^\Áåæ^Á¸^\Áãæ^Á¸\^\ÁÕÙŒÁææ^Á[\Áæ\^æAkcÁÀ\ of trips x # of staff	\$86.00	1	4	4	\$1,376.00			
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$182.00	1	3	4	\$2,184.00			
Õ¦[ˇ}åÁv¦æò)•][¦œæa[}kÁÑÁ,^¦Á-Eòla]ÁçÁÑÁ, Áda]•Á x#ofstaff	\$50.00	1	2	4	\$400.00			
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00			

Úæ\ ā * kóm².4 ^ l. kaæ kom².4 - ka ā • kom².4 - kaæ • kom².4 of staff	\$12.00	1	4	4	\$192.00
Funded positions will travel to a development of improve service delivery. The NACCHO 360 conhealth experts, engage with federal, state and lodepartments. The Annual NACCHO 360 Confer	nference convenes pocal partners, and sh	ublic health profession are experiences and	onals to learn, gain i	nsight from public	\$5,708.00

	Cost	# of Trips	# of Days	# of Staff	Total
OZā-æd^kÁÁS[•oÁj^\ÁdājÁQ[¦āřājÁSÁš^•āř}æcāj}DÁcÁÁÁ of tripsx# of staff	\$279.00	1		1	\$279.00
Baggage fee: \$ amount per person x # of trips x # of staff	\$25.00	1		1	\$25.00
Ú^\ÁÖān{ kÁMÁÁ,^\ÁsaêÁ,^\ÁÖÙOZÁaænÁ(\Ásec^æÁcÁA) of tripsx# of staff	\$86.00	1	4	1	\$344.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$191.00	1	4	1	\$764.00
Õ¦[ˇ}åÁ√¦æ)•][ˈœæaa[}kÁÁÁÁ,^¦Á-Eòda]ÁsÁÁÁ,-Áda]•Á x#ofstaff	\$30.00	1	2	1	\$60.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00
Úæ\ā,*kÁÁÁ,^¦ÁsæÁkÁÁ, Ádā,•ÁkÁÁ, Ásæ•ÁkÁÁ of staff	\$12.00	1	4	1	\$48.00
Funded positions will travel to a development of improve service delivery. The NACCHO 360 conhealth experts, engage with federal, state and lodepartments. The Annual NACCHO 360 conference.	nference convenes pocal partners, and sh	public health profess are experiences and	ionals to learn, gain it best practices acros	insight from public	\$1,520.00

Operating				Total:	\$14,728.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?
Office Supplies - Yr 3	\$49.36	4.0	6.0	\$1,185.00	L
Office supplies for funded positions	•				
Dues and Community Outreach Yr. 3	\$1,600.00	1.0	1.0	\$1,600.00	L
Duea and tabling fees to allow participation in c	ommunity organizati	on and events			
Educational and Promotional Supplies Yr 3	\$2,500.00	1.0	1.0	\$2,500.00	L
Educational and promotional items are for educ	ation, outreach and	relationship building	g activities with the	community	
Office Supplies Yr 4	\$21.85	4.0	12.0	\$1,049.00	L
Office supplies for funded positions	•				
Dues and Community Outreach Yr. 4	\$1,550.00	1.0	1.0	\$1,550.00	L
Dues and tabling fees to allow participation in c	ommunity organization	ons and events.			
Educational and Promotional Supplies Yr. 4	\$2,100.00	1.0	1.0	\$2,100.00	L
Program supplies are for educational content, of	community outreach a	and/or tabling even	ts.		
Office Supplies - Yr. 5	\$21.73	4.0	12.0	\$1,044.00	L

Office supplies for funded positions								
Dues and Community Outreach - Yr. 5	\$1,600.00	1.0	1.0	\$1,600.00	L			
Dues and tabling fees to allow participation in community organizations and events.								
Educational and Promotional Supplies - Yr. 5	\$2,100.00	1.0	1.0	\$2,100.00	L			
Program supplies are for education content, community outreach, and/or tabling events. Educational and promotional items are for education, outreach, and relationship building activities with the community.								

Equipment	Total	\$5,640.00			
	Amount		# of Months or Occurrences	Cost	Subject to Indirect?
Laptops and docking stations - Yr. 5	\$1,410.00	4	1	\$5,640.00	L
Laptop refresh for 4 staff					

Contractual/Contractual and all Pass-thru Subawards			Total:	\$78,056.00
Name of Contractor/Subrecipient: Clearpoint Yr. 3				
Method of Selection: Sole Source				
Period of Performance: 12/1/2024 - 11/30/2025				
Scope of Work: The ClearPoint performance management (PM) sys measure Health District program performance against the strategic				
*Sole Source Justification: The Health District has initiated use of th and impact.	e ClearPoint system	and will utilize fundi	ng to continue expa	nding its utilization
<u>Budget</u>				
Contractual	\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the PN	M system and provide	e performance dash	ooards.	Total: \$19,352.00
Name of Contractor/Subrecipient: Health Equity Yr. 3				
Method of Selection: Other				
Period of Performance: 7/1/2025 - 10/31/2025				
Scope of Work: Provide technical assistance to the Health District t inclusion.	o build organizationa	al capacity to addres	s health equity and	diversity, equity and
<u>Budget</u>				
Contractual	\$5,000.00			
Method of Accountability: Contractor will provide a proposed scope of work with specific timeli	nes and deliverables	S.		Total: \$5,000.00

Name of Contractor/Subrecipient: Clearpoint - Yr. 4

Method of Selection: Sole Source

Period of Performance: 12/1/2025 - 11/30/2026

Scope of Work: The ClearPoint performance management (PM) system will be used and licenses maintained to use the system, to plan, track, and measure Health District program performance against the strategic plan outcomes, and program activities as required by PHAB Accreditation.

*Sole Source Justification: The Health District has initiated use of th and impact.	e ClearPoint system	and will utilize fundi	ng to continue expar	nding its utilization
Budget				
Contractual	\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the PN	M system and provid	e performance dash	boards.	Total: \$19,352.00
Name of Contractor/Subrecipient: Community Health - Yr. 4				
Method of Selection: Competitive Bid				
Period of Performance: 1/1/2026 - 11/30/2026				
Scope of Work: Provide technical assistance to NNPH to assess the	e community's needs	to improve health o	utcomes.	
Budget				
Contractual	\$3,000.00			
Method of Accountability: Contractor will provide a proposed scope of work with specific timel	ines and deliverable	S.		Total: \$3,000.00
Name of Contractor/Subrecipient: Graphic design and video product	tion - Yr. 4			
Method of Selection: Competitive Bid				
Period of Performance: 3/1/2026 - 11/30/2026				
Scope of Work: Provide graphic design and video services to enhan	ice web and social m	nedia campaigns to i	mprove health inequ	ities.
Budget				
Contractual	\$12,000.00			
Method of Accountability: Contractor will provide a proposed scope of work with specific timeli	nes and deliverables	3.		Total: \$12,000.00
Name of Contractor/Subrecipient: Clearpoint - Yr. 5				
· ·				
Method of Selection: Sole Source				
Period of Performance: 12/1/2026 - 11/30/2027				
Scope of Work: The ClearPoint performance management (PM) sys measure Health District program performance against the strategic	stem will be used and plan outcomes, and	d licenses maintaine program activities as	d to use the system, required by PHAB <i>i</i>	to plan, track, and Accreditation.
*Sole Source Justification: The Health District has initiated use of thand impact.	e ClearPoint system	and will utilize fundi	ng to continue expar	nding its utilization
Budget				
Contractual	\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the P	M system and provide	le performance dash	boards.	Total: \$19,352.00

Training				Total		\$121,730.00
		Amount	# of FTE or Units	# of Months or Occurrences	Cost	
Forcasted conference or seminar registration to a conferences on public health, health equity, health and/or inclusion and diversity. Also, additional diversity and inclusion, cultural competency, and health equall NNPH staff. Yr. 3	n disparities ersity, equity	\$4,000.00	1	1		\$4,000.00
Conference registration						
District Wide Workforce Development Training-"L Excellence" includes 4 half day profressional deve sessions for all staff. The training focuses on build sets of staff to become a high-performing and eng Implementation of NNPH's Workforce Developme requirement of PHAB Accreditation. Cost per atter 196 staff members= \$36,830 Yr 3	elopment ling the skill laged team. nt Plan is a	\$36,830.00	1	1		\$36,830.00
Workforce Development training		-	•	-		
Forcasted conference or seminar registration to a conferences on public health, health equity, health and/or inclusion and diversity. Also, additional diversity and inclusion, cultural competency, and health eq all NNPH staff. Yr. 4	n disparities ersity, equity	\$3,400.00	1	1		\$3,400.00
Conference or seminar registration					•	
District Wide Workforce Development Training-N continue the "Leading With Excellence" series to perfect the series of the series	orovide all staff ne training will skill sets of staff Cost per	\$36,000.00	1	1		\$36,000.00
Workforce Development Training		•	'	•		
District Wide Workforce Development Training- NNPH will continue the "Leading With Excellence" series to provide all staff 4 half day profressional development sessions. The training will build on the previous learnings by developing the skill sets of staff to become a high-performing and engaged team. Cost per attendee \$191.32 x 196 staff members= \$37,500 - Yr. 5		\$37,500.00	1	1		\$37,500.00
Workforce Development Training			•	•	•	
Forecasted conference or seminar registration		\$4,000.00	1	1		\$4,000.00
Conference or seminar registration for staff to atte	end trainings - Yr	5		1	•	
<u>Other</u>				Total:		\$74,763.00
Expenditure A	Amount		# of Months or Occurrences	Cost	Subject	to Indirect
Other	\$12,000,00		1	\$12,000.00	I	

<u>Other</u>				Total:	\$74,763.00			
Expenditure	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect			
Other	\$12,000.00	1	1	\$12,000.00	L			
Justification: Yr 3 Public Health Accreditation Bo	ard Fee. Annual a	ccreditation fee						
Other	\$416.60	1	12	\$5,000.00	L			
Justification: Yr 3 - Advertisement expenses to in	nclude professiona	l printing, purchasin	g graphics, etc.					
Other	\$3,500.00	1	1	\$3,500.00	L			
Justification: Community Coalition Stipends are to encourage Community Based Organizations' participation in NNPH's Community Coalition that aims to leverage the talents, resources and perspectives of diverse communities to reduce health inequities.								
Other	\$119.00	3	1	\$357.00	L			

Justification: Yr 3 - Canva Subscription for 3 FTE	E. Communications	s platform used to co	mplete program act	ivities.	
Other	\$55.00	1	12	\$660.00	L
Justification: Yr 3 - Adobe Creative Cloud. Comr	nunications platfor	m utilized for graphic	design		
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	L
Justification: Yr 3 Copier/printer charges to comp	olete day to day bu	siness			
State Phone Line	\$10.00	4	12	\$480.00	L
Justification: Yr 3 - Vonage phone lines. Phones	lines utilized by fu	nded positions			
Other	\$90.00	2	12	\$2,160.00	L
Justification: Yr 3 - Cell phones utilized by funde	d staff to include h	ot spot to support in	ternet access needs	in the field and at c	ommunity events.
Other	\$12,000.00	1	1	\$12,000.00	L
Justification: Yr 4 - The PHAB accreditation is ar organization drive performance, and accountabil	n annual fee that so ity and create stroo	upports NNPH in the	ir delivery of essent	ial public health serv	vices and helps the
Other	\$416.60	12	1	\$5,000.00	L
Justification: Yr 4 - Advertising (social, TV, radio	, print). Advertisem	ent expenses to inc	lude professional pr	inting, purchasing gr	aphics, etc.
Other	\$3,000.00	1	1	\$3,000.00	L
Justification: Yr 4 - Community Coalition Particip participation in NNPH's Community Coalition whealth inequities.					
Other	\$2,400.00	1	1	\$2,400.00	L
Justification: Yr 4 - Community Health Assessment compensate individuals for contributing to the re				provided to focus g	roup participants to
Other	\$48.00	2	3	\$288.00	L
Justification: Yr 4 - MiFi Hotspot. Cell phone cos community events and community health assess	ts and MiFi cards i	nclude cellular hot s	pots to support inter	net access needs in	the field and at
Other	\$119.00	1	1	\$119.00	L
Justification: Yr 4 - Canva Subscription for 3 FTE	. Platform used fo	r communications to	complete program	activities.	
Other	\$55.00	1	12	\$660.00	L
Justification: Yr 4 - Adobe Creative Cloud. For co	ommunications tea	m to use for press re	eleases and graphic	design.	
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	L
Justification: Yr 4 Copier/Lease charges for day	to day activities.				
State Phone Line	\$10.00	4	12	\$480.00	L
Justification: Yr 4 - Vonage phones for funded st	aff for day to day o	perations			
Other	\$75.00	1	12	\$900.00	L
Justification: Yr 4 - Verizon cell phones. Cell pho	ones to support sta	ff in the field and cor	mmunity events.		
Other	\$12,000.00	1	1	\$12,000.00	L
Justification: Yr 5 - The PHAB accreditation is ar organization drive performance, and accountabil			ir delivery of essent	ial public health serv	vices and helps the
Other	\$416.60	1	12	\$5,000.00	L
Justification: Yr 5 - Advertising (social, TV, radio	, printing, purchasi	ng graphics). Advert	ising costs to promo	ote health equity	

Other	\$3,000.00	1	1	\$3,000.00	L
Justification: Yr 5 - Community Coalition Stipen which aims to leverage the talents, resources, a					Community Coalition
Other	\$119.00	1	1	\$119.00	L
Justification: Yr 5 - Canva Subscription. Comm	unications platform us	sed by the team to	complete program a	activities.	
Other	\$55.00	1	12	\$660.00	L
Justification: Yr 5 - Adobe Creative Cloud. For	communications staff	to use for press re	leases and graphic	design	
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	L
Justification: Yr 5 Copier and printer charges fo	r daily activities				
State Phone Line	\$10.00	4	12	\$480.00	L
Justification: Yr 5 - Vonage phone lines. Phone	s lines for daily activiti	ies			
Other	\$75.00	1	12	\$900.00	L
Justification: Yr 5 - Cell phones costs include co	ellular hot spots to sup	oport internet acce	ss needs in the field	d and at community	events.

TOTAL DIRECT CHARGES			\$1,990,615.00
Indirect Charges	Indirect Rate:	10.0%	\$199,064.00
In direct Mathedales, a Negatiated Indianat Data Negation of Data Negation	. Madifical Tatal Div	and Conto (MTDC) a	ath a dalla sur a a tha

Indirect Methodology: Negotiated Indirect Rate. Northern Nevada Public Health uses the Modified Total Direct Costs (MTDC) methodology as the direct cost bases for the Indirect Cost Proposal. The MTDC excludes any extraordinary or distorting expenditures, usually capital expenditures, subawards, contracts, assistance payments (e.g. to beneficiaries), and provider payments from the Program or Cost Center total expenditures for the Fiscal Year. The MTDC bases allows and results in each program or award to bear a fair share of indirect costs in a reasonable relation to the benefits received from those indirect costs.

TOTAL BUDGET \$2,189,679

Applicant Name: Northern Nevada Public Health

Form 2

PROPOSED BUDGET SUMMARY

A. PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

FUNDING SOURCES	Public Health Infrastructure & Improvement	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$2,189,679.00								\$2,189,679.00
EXPENSE CATEGORY		-	-	-	-	-			_
Personnel	\$1,684,998.00								\$1,684,998.00
Travel	\$10,700.00								\$10,700.00
Operating	\$14,728.00								\$14,728.00
Equipment	\$5,640.00								\$5,640.00
Contractual/Consultant	\$78,056.00								\$78,056.00
Training	\$121,730.00								\$121,730.00
Other Expenses	\$74,763.00								\$74,763.00
Indirect	\$199,064.00								\$199,064.00
TOTAL EXPENSE	\$2,189,679.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$2,189,679.00
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Total Indirect Cost	\$199,064.00						Total /	Agency Budget	\$2,189,679.00
						Р	ercent of Subre	ecipient Budget	100.00%

B. Explain any items noted as pending:		

C. Program Income Calculation:

Note: If match funds are required, Section H: Matching Funds Agreement must accompany the subaward packet.

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed \$2,189,679.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred:
- "Indicate what additional supporting documentation is needed in order to request reimbursement;
 - Invoices, payroll reports, line-item description of expenses incurred.; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide
- credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- dentify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:
 - Š""Providing technical assistance, upon request from the Subrecipient;
 - S^{***}Providing prior approval of reports or documents to be developed;
 - Š""Forwarding a report to another party, i.e. CDC.
 - Š""Providing technical assistance, upon request from the Subrecipient.
 - Providing prior approval of reports or documents to be developed
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- The site visit/monitoring schedule may be clarified here. The Department will conduct at least annual site visits with Subrecipient
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days க்கூட்ட்க்கி கூட்டேக்கி 'க்கூட்டி' இத்தி பிறியில் கூட்டு விறியில் விறியில் விறியில் கூட்டு விற

Financial Reporting Requirements

- Request for Reimbursement is due on a Monthly basis, based on the terms of the subaward agreement, no later than the 15th of the month.
- Reimbursement is based on <u>actual</u> expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

SECTION D Request for Reimbursement

Program Name: Public Heal	alth Infrastructure	e &	Subrecipient N	lame: Northern N	Nevada Public I	Health
Address: 10375 Profession	al Circle , Reno	, Nevada 89521	Address: 1001 2845	E 9Th St Bldg E	3, Reno, Nevad	a 89512-
Subaward Period: 12/01/20	24 - 11/30/2027	,	Subrecipient's:	EIN: 88	3-6000138	
				Vendor #: T4	10283400Q	
	FINANCIAL	REPORT AND REC	QUEST FOR REIM	BURSEMENT		
	(must	be accompanied by	expenditure report/	pack-up)		
M	onth(s)			Calenda	r Year	
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$1,684,998.00	\$0.00	\$0.00	\$0.00	\$1,684,998.00	0.00%
2. Travel	\$10,700.00	\$0.00	\$0.00	0.0000	\$10,700.00	0.00%
3. Operating	\$14,728.00	\$0.00	\$0.00	\$0.00	\$14,728.00	0.00%
4. Equipment	\$5,640.00	\$0.00	\$0.00	\$0.00	\$5,640.00	0.00%
5. Contractual/Consultant	\$78,056.00	\$0.00	\$0.00	\$0.00	\$78,056.00	0.00%
6. Training	\$121,730.00	\$0.00	\$0.00	\$0.00	\$121,730.00	0.00%
7. Other	\$74,763.00	\$0.00	\$0.00	\$0.00	\$74,763.00	0.00%
8. Indirect	\$199,064.00	\$0.00	\$0.00	\$0.00	\$199,064.00	0.00%
Total	\$2,189,679.00	\$0.00	\$0.00	\$0.00	\$2,189,679.00	0.00%
MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						0.00%

Authorized Signature Title Date

FOR DEPARTMENT USE ONLY

Is program contact required? Ÿ Yes Ÿ No

Contact Person

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

SECTION E

Audit Information Request

1. Non-Federal entities that expend \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted { ¦ÁsœA^adBi Ás&8[¦åaa] &^Á, ão∮ÓÔØÜÁsÁ€€EĚ €FÇAÐÈ

2. Did your organization expend \$750,000 or more in all federal awards during your organizations most recent fiscal year?

1. Yes Ÿ No

2. When does your organizations fiscal year end?

3. When does your organizations fiscal year end?

4. What is the official name of your organization?

5. How often is your organization audited?

6. When was your last audit performed?

7. What time-period did your last audit cover?

8. Which accounting firm conducted your last audit?

Eide Bailly

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is <u>not</u> receiving retirement benefits under the Public Employees£Retirement System (PERS) during the duration of the subaward.

Are any current or former employees of the State of Nevada assigned to perform work on this subaward?

YES If %ES-Édist the names of any current or former employees of the State and the services that each person will perform.

NO L Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name Services

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the %Govered Entity"

And

Northern Nevada Public Health

Hereinafter referred to as the &usiness Associate+

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 All Health Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 All Health Act, Public Law 104-191 All Health Act, Public Law 104-191

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
 - Breach means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
 - Business Associate shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 - 3. CFR stands for the Code of Federal Regulations.
 - 4. Agreement shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
 - Covered Entity shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
 - Designated Record Set means a group of records that includes protected health information and is maintained by or for a
 covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims
 adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
 - 7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
 - Electronic Protected Health Information means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
 - 9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
 - 10. Health Care Operations shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
 - 11. Individual means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
 - 12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the

individual. Refer to 45 CFR 160.103.

- 3. Parties shall mean the Business Associate and the Covered Entity.
- 14. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
- Protected Health Information means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
- 16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
- Secretary shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary
 designee.
- 18. Security Rule shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
- 19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
- 20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

- 1. Access to Protected Health Information. The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
- 2. Access to Records. The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associates compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
- 3. Accounting of Disclosures. Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
- 4. Agents and Subcontractors. The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
- 5. Amendment of Protected Health Information. The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
- 6. Audits, Investigations, and Enforcement. The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
- Freehot or Other Improper Access, Use or Disclosure Reporting. The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incidents, and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
- 8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media,

when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

- Breach Pattern or Practice by Covered Entity. Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of
 activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity obligations under
 the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
- 10. Data Ownership. The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
- 11. Litigation or Administrative Proceedings. The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
- 12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
- Policies and Procedures. The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931
- 14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associates HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
- 15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
- 16. Training. The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
- 17. Use and Disclosure of Protected Health Information. The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.
- III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any

breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.

d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

- The Covered Entity will inform the Business Associate of any limitations in the Covered Entity Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate use or disclosure of protected health information.
- 2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associates use or disclosure of protected health information.
- 3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associates use or disclosure of protected health information.
- 4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
- b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return, or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
- c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
- 2. Term. The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
- Termination for Breach of Agreement. The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

- Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
- 2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
- 3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the partys performance under this Addendum.
- 4. Interpretation. The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

- Regulatory Reference. A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.

 Survival. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall
- survive the termination of this Addendum.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Section H is not applicable for this Subaward



State of Nevada Department of Health and Human Services

Division of Public & Behavioral Health

(Hereinafter referred to as the Department)

Agency Ref, #: SG-2025-00759

Budget Account: 3234

NOTICE OF SUBAWARD

Program Name: Public Health Infrastructure & Improvement Office of Administration Mitch Devalliere / DPBHPHII@health.nv.gov	Subrecipient's Name: Northern Nevada Public Health Kristen Palmer / kpalmer@nnph.org
Address: 10375 Professional Circle Reno, Nevada 89521	Address: 1001 E 9Th St Bldg B Reno, Nevada, 89512-2845
Subaward Period:	Subrecipient's: EIN: 88-6000138
2024-12-01 through 2027-11-30	Vendor #: T40283400Q
	UEI #: GPR1NY74XPQ5
Region(s) to be served: ☐ Statewide ☐ Specific county	or counties: Washoe County
Approved Budget Categories	
1. Personnel	\$1,684,998.00
2. Travel	\$10,700.00
3. Operating	\$14,728.00
4. Equipment	\$5,640.00
5. Contractual/Consultant	\$78,056.00
6. Training	\$121,730.00
7. Other	\$74,763.00
TOTAL DIRECT COSTS	\$1,990,615.00
8. Indirect Costs	\$199,064.00
	\$2,189,679.00

Terms and Conditions:

- In accepting these grant funds, it is understood that:

 1. This award is subject to the availability of appropriated funds.
- Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
- Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented. 3.
- Subrecipient must comply with all applicable Federal regulations.
- Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
- Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

Section F: Current or Former State Employee Disclaimer Section A: Grant Conditions and Assurances;

Descriptions of Services, Scope of Work and Deliverables; Section B: Section G: Business Associate Addendum

Section C: Budget and Financial Reporting Requirements; Section H: Matching Funds Agreement (optional: only if matching funds Section D: Request for Reimbursement; Section E: Audit Information Request;

are required)

Section E: Audit information Request;	are required)	
Name	Signature	Date
Chad Kingsley, District Health Officer	hedSmasla	11:21 20 Y
Mitch Devalliere, Bureau Chief		
for Cody Phinney Administrator, DPBH		

Federal Award	d Computation			LIFE Y	Match	
Total Obligated by this Action:		\$2,189,679.0	Match Required D	Y Ø N		0.00%
Cumulative Prior Awards this Bu	dget Period:	\$0.00	Amount Required	this Action:		\$0.00
Total Federal Funds Awarded to	Date:	\$2,189,679.0	Amount Required	Prior Awards:		\$0.00
			Total Match Amou	ınt Required:		\$0.00
Research and Development □ Y	☑ N					
Federal Bu	dget Period	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Fede	eral Project Period	
12/1/2022 thro	ugh 11/30/2027			12/1/20	22 through 11/30/20)27
FOR AGENCY USE ONLY			Sec. 21 1987			
FEDERAL GRANT #: 6 NE11OE000076-01-01	Health Infrast	g and evada's Public	<u>% Funds:</u> 100.00	<u>CFDA:</u> 93.967	FAIN: NE110E000076	Federal Grant Award Date by Federal Agency: 4/17/2023
Budget Account	Category	GL	Function	Sub-org		Job Number
3234	10	8516	NA	NA		93967A3X

SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

- Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
- The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
- Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

- Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
- 2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
- These grant funds will not be used to supplant existing financial support for current programs.
- No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
- Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
- Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. To acknowledge this requirement, Section E of this notice of subaward must be completed.
- Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
- 10. No funding associated with this grant will be used for lobbying.

- 11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
- 12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
- 13. An organization receiving grant funds through the Department of Health and Human Services shall not use grant funds for any activity related to the following:
 - Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - o The introduction or formulation of federal, state or local legislation; or
 - o The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive
 order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity
 through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental
 entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - o The introduction or formulation of federal, state or local legislation;
 - o The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering
 information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing
 preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- 14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
 - Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation:
 - o Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - o Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Agency Ref.#: SG-2025-00759

STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC & BEHAVIORAL HEALTH NOTICE OF SUBAWARD

SECTION B

Description of Services, Scope of Work and Deliverables

*In some instances, it may be helpful / useful to provide a brief summary of the project or its intent. This is at the discretion of the author of the subaward. This section should be written in complete

Northern Nevada Public Health, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Northern Nevada Public Health

Primary Goal: See attached

Objective	Activities	Due Date	Documentation Needed
1. See attached	See attached	11/30/2027	See attached

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

ATTACHMENT A

Scope of Work and Deliverables

Northern Nevada Public Health, hereinafter referred to as Vendor, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Washoe County Health District

Goal 1: Maintain Health District workforce capacity to reduce health disparities and improve health equity in Washoe County

Objective	Objective Activities Due Date	<u>Due Date</u>	Documentation Needed
Maintain four positions within the Health District specifically focused on health equity related goals and initiatives.	Continue to employ one Health Equity Coordinator, one Media and Communications Specialist, and two Community Organizers. Promptly fill any vacancies that occur during the grant period.	Ongoing through 11/30/2027	1. Employment records
2. Complete initiatives designed to assure a workforce that	2a. Assess how the WCHD staff demographics compare to community demographics annually.	Annually by June 30	Annually by 2a. Demographics comparison report June 30
serve.	2b. Work with County HR to review selected job specifications to reduce barriers to recruitment of a diverse candidate pool.	11/30/25	2b. Reviewed job descriptions
	2c. Complete health equity organizational assessment	11/30/25	2c. Health Equity Organizational Assessment Report

Goal 2: Maintain the Health District's accreditation with the Public Health Accreditation Board

Objective	Activities	Due Date	Documentation Needed
1. Fulfill all requirements to meet	 Complete reaccreditation application process. 	3/09/2025	1.Letter of re-accreditation from PHAB
PHAB accreditation standards.			
	Submit accreditation annual reports	Annually	2. PHAB Annual Reports

ATTACHMENT A

Scope of Work and Deliverables

Northern Nevada Public Health, hereinafter referred to as Vendor, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Washoe County Health District

Objective Objective	Activities Documentation Needed Activities Documentation Needed	Due Date	Documentation Needed
Maintain four positions within the Health District specifically focused on health equity related goals and initiatives.	Continue to employ one Health Equity Coordinator, one Media and Communications Specialist, and two Community Organizers. Promptly fill any vacancies that occur during the grant period.	Ongoing through 11/30/2027	1. Employment records
2. Complete initiatives designed to assure a workforce that	2a. Assess how the WCHD staff demographics compare to community demographics annually.	Annually by June 30	Annually by 2a. Demographics comparison report June 30
represents the County we serve.	2b. Develop a health equity plan for the health district	11/30/27	2b. NNPH Health Equity Plan
	2c. Implement at least three strategies to build health equity capacity within the health district	11/30/27	2c. Health Equity Organizational Assessment Report

Goal 2: Maintain the Health District's accreditation with the Public Health Accreditation Board

Objective	Activities	Due Date	<u>Documentation Needed</u>
1. Fulfill all requirements to meet	1. Submit accreditation annual reports	Annually	1. PHAB Annual Reports
PHAB accreditation standards.	Implement at least two Quality Improvement projects to	11/30/27	2. QI Project Reports
	build a continuous learning organization		

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 6 NE110E000076-01-01 from Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (with. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (with."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 6 NE110E000076-01-01 from Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (with.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs		including fringe				Total:	\$1,68	4,998.00
Employee	Annual Salary	Fringe Rate	% of Time	<u>Months</u>	Annual % of Months worked	Amount Requested	Subject Indirect? Fringe	
Camarina Augusto, Health Equity Coordinator 70011181	\$94,221.20	46.00%	100.00%	12.00	100.00%	\$137,562.95	Ø	Ø
Lead health equity efforts disparities Yr 3	s including internal	organizational ca	apacity building a	nd external comn	nunity engagement	designed to reduc	e health	
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$95,200.35		100.00%	12.00	100.00%	\$138,992.51	Ø	Ø
Provide additional comm actionable information in address health disparitie	multiple formats a	y to build and imp nd through a vari	plement a Health ety of communica	Equity Communication channels de	cations Plan and inc signed to reduce co	rease access to a -morbidities of CC	79 a	.na
Itzayana Montoya Adame, Community Organizer 70011250	\$84,705.20		100.00%	12.00	100.00%	\$124,516.64	Ø	☑
Implement community or underserved communitie	ganizing efforts to s to reduce health	build mutually be disparities Yr	eneficial relationsh 3	nips with targeted	community-based	organizations and	individua	ls in
Eva Sandoval, Community Organizer 70011251	\$84,705.20	51.00%	100.00%	12.00	100.00%	\$127,904.85	Ø	Ø
Implement community or underserved communitie	ganizing efforts to s to reduce health	build mutually be disparities Yr 3	eneficial relationsl 3	nips with targeted	community-based	organizations and	individua	ls in
Camarina Augusto, Health Equity Coordinator 70011181	\$100,186.00	45.00%	100.00%	12.00	100.00%	\$145,269.70	図	☑
Lead health equity effort disparities Yr 4	s including internal	organizational ca	apacity building a	nd external comr	nunity engagement	designed to reduc	ce health	
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$101,218.46		100.00%	12.00	100.00%	\$146,766.77	Ø	Ø
Provide additional commactionable information in address health disparitie	multiple formats a	y to build and imp and through a van	plement a Health lety of communication	Equity Communi ation channels de	cations Plan and inc esigned to reduce co	crease access to a comorbidities of Co	accurate a OVID-19 a	and and
Itzayana Montoya Adame, Community Organizer 70011250	\$90,097.60		100.00%	12.00	100.00%	\$131,542.50	Ø	Ø
Implement community or underserved communitie	rganizing efforts to es to reduce health	build mutually be	eneficial relations	hips with targeted	d community-based	organizations and	l individua	ıls in
Eva Sandoval, Community Organizer 70011251	\$90,097.60		100.00%	12.00	100.00%	\$135,146.40	Ø	Ø

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Implement community orgunderserved communities	ganizing efforts to b	ouild mutually ber	neficial relationship	s with targeted o	ommunity-based o	organizations and i	ndividual	s in
Camarina Augusto, Health Equity Coordinator 70011181	\$108,614.15	46.00%	100.00%	12.00	100.00%	\$158,576.66	Ø	Ø
Lead health equity efforts disparities Yr. 5	including internal	organizational ca	pacity building and	external commu	nity engagement o	designed to reduce		
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$104,508.06	46.00%	100.00%	12.00	100.00%	\$152,581.77	Ø	☑
Provide additional commu- communication channels	unications capacity designed to addres	to increase acce	ess to accurate and ies Yr. 5	actionable infor	mation in multiple	formats and throug	h a varie	
Itzayana Montoya Adame, Community Organizer 70011250	\$96,019.20	47.00%	100.00%	12.00	100.00%	\$141,148.22	☑	<u> </u>
Implement community orgunderserved communities	ganizing efforts to be to reduce health of	ouild mutually ber disparities Yr. !	neficial relationship	s with targeted o	community-based	organizations and		
Eva Sandoval, Community Organizer 70011251	\$96,019.20	51.00%	100.00%	12.00	100.00%	\$144,988.99	<u> </u>	☑
Implement community orgunderserved communities	ganizing efforts to be to reduce health	ouild mutually ber disparities Yr.	neficial relationship 5	s with targeted o	community-based	organizations and	individua	s in

In-State Travel				Total:	\$1,952.00				
Destination of Trip: 3CMA Annual Conference: Las Vegas NV - YR3									
	Cost	# of Trips	# of Days	# of Staff	Total				
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$280.00	1	0	1	\$280.00				
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00	0	0	0	\$0.00				
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$86.00	:1	3	1	\$258.00				
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$126.00	1	3	1	\$378.00				
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$30.00	1	2	1	\$60.00				
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00	0	0	0	ψο.σο				
Parking: \$ per day x # of trips x # of days x # of staff	\$0.00	0	0	0	\$0.00				
Funded positions will travel to a development o improve service delivery. The City-County Com governments from across the country to learn a proven outcomes, ways to use new technology 3CMA Annual Conference is scheduled to be in	munications & Marke and network among e and advance relation	eting Association (30 effective public comm onships between gov	nunicators about inno	ovative ideas and	\$976.00				

Airfare: cost per trip (origin & designation) x # of trips x # of staff

Baggage fee: \$ amount per person x # of trips x # of staff

Destination of Trip: 3CMA Annual Conference: Las Vegas NV - Yr 4

Cost

of Trips

\$280.00

\$0.00

Total

0

\$280.00

\$0.00

of Staff

0

0

of Days

0

Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$86.00	1	3	1	\$258.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$126.00	1	3	1	\$378.00
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$30.00	1	2	1	\$60.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00	0	0	0	\$0.00
Parking: \$ per day x # of trips x # of days x # of staff	\$0.00	0	0	0	\$0.00
Funded positions will travel to a development opportunity for their professional development and will utilize knowledge to improve service delivery. The City-County Communications & Marketing Association (3CMA) Conference convenes local governments from across the country to learn and network among effective public communicators about innovative ideas and proven outcomes, ways to use new technology, and advance relationships between governments and the community. The 3CMA Annual Conference is scheduled to be in Las Vegas in September 2025.					

Out of State Travel	PENDEN.			Total:	\$8,748.00			
Destination of Trip: NACCHO 360: Anaheim, CA - Yr. 3								
	Cost	# of Trips	# of Days	# of Staff	Total			
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$279.00	1		1	\$279.00			
Baggage fee: \$ amount per person x # of trips x # of staff	\$25.00	1		1	\$25.00			
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$86.00	1	4	1	\$344.00			
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$191.00	1	4	1	\$764.00			
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$30.00	1	4	1	\$60.00			
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00			
Parking: \$ per day x # of trips x # of days x # of staff	\$12.00	1	4	1	\$48.00			
Funded positions will travel to a development o improve service delivery. The NACCHO 360 co health experts, engage with federal, state and ledepartments. The 2025 conference in July is so	inference convenes ocal partners, and sh	public health profess nare experiences and	sionals to learn, gain	insight from public	\$1,520.00			

	Cost	# of Trips	# of Days	# of Staff	Total
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$364.00	1		4	\$1,456.00
Baggage fee: \$ amount per person x # of trips x # of staff	\$25.00	1		4	\$100.00
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$86.00	1	4	4	\$1,376.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$182.00	1	3	4	\$2,184.00
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$50.00	1	3	4	\$400.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00

Parking: \$ per day x # of trips x # of days x # of staff	\$12.00	1	4	4	\$192.00
Funded positions will travel to a development opportimprove service delivery. The NACCHO 360 confere health experts, engage with federal, state and local departments. The Annual NACCHO 360 Conference	ence convenes public he partners, and share expe	aith professionals to eriences and best pr	learn, gain insignt in	ori public	\$5,708.00

	Cost	# of Trips	# of Days	# of Staff	Total
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$279.00	1		1	\$279.00
Baggage fee: \$ amount per person x # of trips x # of staff	\$25.00	1		1	\$25.00
Per Diem: \$ per day per GSA rate for area x # of trips x # of staff	\$86.00	1	4	1	\$344.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$191.00	.1	4	1	\$764.00
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$30.00	1	4	1	\$60.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00)			\$0.00
Parking: \$ per day x # of trips x # of days x # of staff	\$12.00	1	4	. 1	\$48.00
Funded positions will travel to a development o improve service delivery. The NACCHO 360 cc health experts, engage with federal, state and I departments. The Annual NACCHO 360 confer	inference convenes ocal partners, and sh	public nealth profess hare experiences and	d best practices acro	magnit nom public	\$1,520.00

Operating	Associated by			Total:	\$14,728.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?
Office Supplies - Yr 3	\$49.36	4.0	6.0	\$1,185.00	☑
Office supplies for funded positions					
Dues and Community Outreach Yr. 3	\$1,600.00	1.0	1.0	\$1,600.00	Ø
Duea and tabling fees to allow participation in	community organizati	on and events			
Educational and Promotional Supplies Yr 3	\$2,500.00	1.0	1.0	\$2,500.00	Ø
Educational and promotional items are for edu	ucation, outreach and	relationship buildin	g activities with the	community	
Office Supplies Yr 4	\$21.85	4.0	12.0	\$1,049.00	☑
Office supplies for funded positions			***		
Dues and Community Outreach Yr. 4	\$1,550.00	1.0	1.0	\$1,550.00	Ø
Dues and tabling fees to allow participation in	community organizati	ions and events.			
Educational and Promotional Supplies Yr. 4	\$2,100.00		1.0	\$2,100.00	Ø
Program supplies are for educational content,	, community outreach	and/or tabling ever	nts.		
Office Supplies - Yr. 5	\$21.73	4.0	12.0	\$1,044.00	Ø

Office supplies for funded positions					
Dues and Community Outreach - Yr. 5	\$1,600.00	1.0	1.0	\$1,600.00	₫
Dues and tabling fees to allow participation in cor	nmunity organizations and	d events.	•		
Educational and Promotional Supplies - Yr. 5	\$2,100.00	1.0	1.0	\$2,100.00	Ø
Program supplies are for education content, com- outreach, and relationship building activities with	munity outreach, and/or t the community.	abling events. Educ	ational and prom	otional items are fo	r education,

Equipment			E Salaris		Total:	\$5,640.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost		Subject to Indirect?
Laptops and docking stations - Yr. 5	\$1,410.00	4		1	\$5,640.00	Ø
Laptops and docking stations - Yr. 5 Laptop refresh for 4 staff	\$1,410.00	-		1	40,0 10100	

Contractual/Contractual and all Pass-thru Subawards			Total:	\$78,056.00
Name of Contractor/Subrecipient: Clearpoint Yr. 3				
Method of Selection: Sole Source				
Period of Performance: 12/1/2024 - 11/30/2025				
Scope of Work: The ClearPoint performance management (PM) sys measure Health District program performance against the strategic	plan outcomes, and	program activities as	required by PHAB	Accreditation.
*Sole Source Justification: The Health District has initiated use of the and impact.	e ClearPoint system	and will utilize fundi	ng to continue expa	nding its utilization
Budget				
Contractual	\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the PN	boards.	Total: \$19,352.00		
Name of Contractor/Subrecipient; Health Equity Yr. 3				
Method of Selection: Other				
Period of Performance: 7/1/2025 - 10/31/2025				
Scope of Work: Provide technical assistance to the Health District t	to build organizations	al capacity to addres	s health equity and	diversity, equity and

Period of Performance: 7/1/2025 - 10/31/2025		
Scope of Work: Provide technical assistance t inclusion.	to the Health District to build organizational capacity to address	health equity and diversity, equity and
Budget		
Contractual	\$5,000.00	
Method of Accountability: Contractor will provide a proposed scope of wo	Total: \$5,000.00	

Name of Contractor/Subrecipient: Clearpoint - Yr. 4

Method of Selection: Sole Source

Period of Performance: 12/1/2025 - 11/30/2026

Scope of Work: The ClearPoint performance management (PM) system will be used and licenses maintained to use the system, to plan, track, and measure Health District program performance against the strategic plan outcomes, and program activities as required by PHAB Accreditation.

*Sole Source Justification: The Health District has initiated use of the	e ClearPoint system	and will utilize funding	g to continue expan	iding its utilization
and impact.				
Budget	240.050.00			
Contractual	\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the PN	I system and provide	performance dashb	ooards.	Total: \$19,352.00
Name of Contractor/Subrecipient: Community Health - Yr. 4				
Method of Selection: Competitive Bid				
Period of Performance: 1/1/2026 - 11/30/2026				
Scope of Work: Provide technical assistance to NNPH to assess the	community's needs	to improve health or	utcomes.	
Budget				
Contractual	\$3,000.00			
Method of Accountability: Contractor will provide a proposed scope of work with specific timel	ines and deliverable	5.		Total: \$3,000.00
Name of Contractor/Subrecipient: Graphic design and video product	tion - Yr. 4			
Method of Selection: Competitive Bid				
Period of Performance: 3/1/2026 - 11/30/2026				
Scope of Work: Provide graphic design and video services to enhan	nce web and social m	nedia campaigns to i	mprove health inequ	uities.
Budget				r
Contractual	\$12,000.00			
Method of Accountability: Contractor will provide a proposed scope of work with specific timeli	ines and deliverables	3.		Total: \$12,000.00
Name of Contractor/Subrecipient: Clearpoint - Yr. 5				
Method of Selection: Sole Source				
Period of Performance: 12/1/2026 - 11/30/2027				
Scope of Work: The ClearPoint performance management (PM) sysmeasure Health District program performance against the strategic	pian outcomes, and	program activities a		
*Sole Source Justification: The Health District has initiated use of the and impact.	ne ClearPoint system	and will utilize fund	ing to continue expa	anding its utilization
Budget				
Contractual	\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the F	PM system and provi	de performance das	hboards.	Total: \$19,352.00

Training					Total:		\$121,730.00
		Amount	# of FTE or Units		onths or rences	Cost	
Forcasted conference or seminar registration to a conferences on public health, health equity, healt and/or inclusion and diversity. Also, additional diversity and inclusion, cultural competency, and health ealt NNPH staff. Yr. 3	h disparities versity, equity	\$4,000.00		1	1		\$4,000.00
Conference registration							
District Wide Workforce Development Training- "Excellence" includes 4 half day profressional development of all staff. The training focuses on built sets of staff to become a high-performing and en Implementation of NNPH's Workforce Developmentation of PHAB Accreditation. Cost per attention of the staff members = \$36,830 or 3	elopment ding the skill gaged team. ent Plan is a	\$36,830.00		1	i de la companya de		\$36,830.00
Workforce Development training							
Forcasted conference or seminar registration to conferences on public health, health equity, heal and/or inclusion and diversity. Also, additional di and inclusion, cultural competency, and health e all NNPH staff. Yr. 4	th disparities versity, equity	\$3,400.00		1	1		\$3,400.0
Conference or seminar registration							
District Wide Workforce Development Training- NNPH will continue the "Leading With Excellence" series to provide all staff 4 half day profressional development sessions. The training will build on the previous learnings by developing the skill sets of staff to become a high-performing and engaged team. Cost per attendee \$183.67 x 196 staff members= \$36,000 Yr. 4		\$36,000.00		1	1		\$36,000.0
Workforce Development Training							
District Wide Workforce Development Training- NNPH will continue the "Leading With Excellence" series to provide all staff 4 half day profressional development sessions. The training will build on the previous learnings by developing the skill sets of staff to become a high-performing and engaged team. Cost per attendee \$191.32 x 196 staff members= \$37,500 - Yr. 5		\$37,500.00		1		1	\$37,500.0
Workforce Development Training				- 18			
Forecasted conference or seminar registration		\$4,000.0	0	1		1	\$4,000.0
Conference or seminar registration for staff to at	tend trainings - Yr	5					
Other		Mary Wille		ARI .	Total:		\$74,763.0
Expenditure	Amount	# of FTE or Units	# of Months or Occurrences	Cost		Subjec	t to Indirect
Other	\$12,000.00	1	1		\$12,000.00	Ø	
Justification: Yr 3 Public Health Accreditation Bo	ard Fee. Annual a	ccreditation fee					
Other	\$416.60		12	2	\$5,000,00	Ø	
Justification: Yr 3 - Advertisement expenses to i	nclude professiona	I al printing, purchasin	g graphics, etc.	-		-	
Other	\$3,500.00			1	\$3,500.00	Ø	
Justification: Community Coalition Stipends are aims to leverage the talents, resources and personnel.	to encourage Con	nmunity Based Orga se communities to re	I nizations' participat duce health inequit	tion in Ni ties.	NPH's Comm	nunity C	oalition that
aims to leverage the talents, resources and per	\$119.00			1	\$357.00	N	

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Justification: Yr 3 - Canva Subscription for 3 FTE	. Communications	platform used to co	mplete program activ	vities.	
Other	\$55.00	1	12	\$660.00	Ø
Justification: Yr 3 - Adobe Creative Cloud. Comm	nunications platforr	n utilized for graphic	design		
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	Ø
Justification: Yr 3 Copier/printer charges to comp	olete day to day bu	siness	'		
State Phone Line	\$10.00	4	12	\$480.00	Ø
Justification: Yr 3 - Vonage phone lines, Phones	lines utilized by fur	nded positions			
Other	\$90.00	2	12	\$2,160.00	
Justification: Yr 3 - Cell phones utilized by funde	d staff to include he	ot spot to support int	ernet access needs		
Other	\$12,000.00	1	1	\$12,000.00	
Justification: Yr 4 - The PHAB accreditation is ar organization drive performance, and accountabil	n annual fee that su lity and create stror	ipports NNPH in the	ir delivery of essenti		
Other	\$416.60	12	1	\$5,000.00	
Justification: Yr 4 - Advertising (social, TV, radio	, print). Advertisem	ent expenses to inc	ude professional pri		
Other	\$3,000.00	1	1	\$3,000.00	
Justification: Yr 4 - Community Coalition Participarticipation in NNPH's Community Coalition whealth inequities.	pation Stipend. Con nich aims to leverag	nmunity Coalition St e the talents, resou	pends are to encour rces, and perspectiv	es of diverse commi	drillies to reduce
Other	\$2,400.00	1	1	\$2,400.00	
Justification: Yr 4 - Community Health Assessmicompensate individuals for contributing to the re	ent Focus Group P	articipation Incentive	es. Incentives will be th needs.	provided to focus g	roup participants to
Other	\$48.00	2	3	\$288.00	
Justification: Yr 4 - MiFi Hotspot. Cell phone costs and MiFi cards include cellular hot spots to support internet access needs in the field and at community events and community health assessment outreach.					
Other	\$119.00	1	1	\$119.00	Ø
Justification: Yr 4 - Canva Subscription for 3 FT	E. Platform used fo	r communications to	complete program	activities.	
Other	\$55.00	1	12	\$660.00	Ø
Justification: Yr 4 - Adobe Creative Cloud. For c	communications tea	m to use for press r	eleases and graphic	design.	
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	Ø
Justification: Yr 4 Copier/Lease charges for day	to day activities.				
State Phone Line	\$10.00	4	12	\$480.00	ব
Justification: Yr 4 - Vonage phones for funded s	taff for day to day	perations			
Other	\$75.00	1	12	\$900.00	Ø
Justification: Yr 4 - Verizon cell phones. Cell phones to support staff in the field and community events.					
Other	\$12,000.00		1		
Justification: Yr 5 - The PHAB accreditation is a organization drive performance, and accountab	n annual fee that s ility and create stro	upports NNPH in the	eir delivery of essen		
Other	\$416.60		12	\$5,000.00	
Justification: Yr 5 - Advertising (social, TV, radio	o, printing, purchas	ing graphics). Adver	tising costs to prom	ote health equity	

Other	\$3,000.00	1	1	\$3,000.00	☑
Justification: Yr 5 - Community Coalition which aims to leverage the talents, reso	Stipends are to encourage Commu	inity-Based Organiz	ations' participat ce health inequit	ion in NNPH's (iies.	Community Coalition
Other	\$119.00	1	1	\$119.00	Ø
Justification: Yr 5 - Canva Subscription.	Communications platform used by t	the team to complete	e program activit	ties.	
Other	\$55.00	1	12	\$660.00	Image: Control of the
lustification: Yr 5 - Adobe Creative Clou	ıd. For communications staff to use	for press releases a	ınd graphic desig	gn	
Copier/Printer Lease	\$100.00	1	12	\$1,200,00	Ø
lustification: Yr 5 Copier and printer cha	arges for daily activities				
State Phone Line	\$10.00	4	12	\$480.00	Ø
lustification: Yr 5 - Vonage phone lines	. Phones lines for daily activities				
Other	\$75.00	1	12	\$900.00	Ø
Justification: Yr 5 - Cell phones costs in	clude cellular hot spots to support ir	nternet access need	s in the field and	at community	events.

TOTAL DIRECT CHARGES			\$1,990,615.00
Indirect Charges	Indirect Rate:	10.0%	\$199,064.00
Indirect Methodology: Negotiated Indirect Rate. Northern Nevada Public direct cost bases for the Indirect Cost Proposal. The MTDC excludes ar awards, contracts, assistance payments (e.g. to beneficiaries), and provinced a provinced from those indirect costs.	ny extraordinary or distorting expenditures wider payments from the Program or Cost	Center total exper	ditures for the

DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF PUBLIC & BEHAVIORAL HEALTH NOTICE OF SUBAWARD STATE OF NEVADA

Applicant Name: Northern Nevada Public Health

Form 2

PROPOSED BUDGET SUMMARY

PATTERN BOXES ARE FORMULA DRIVEN - DO NOT OVERRIDE - SEE INSTRUCTIONS

FUNDING SOURCES	Public Health Infrastructure & Improvement	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$2,189,679.00								\$2,189,679.00
EXPENSE CATEGORY									
Personnel	\$1,684,998.00								\$1,684,998.00
Travel	\$10,700.00								\$10,700.00
Operating	\$14,728.00								\$14,728.00
Equipment	\$5,640.00								\$5,640.00
Contractual/Consultant	\$78,056.00								\$78,056.00
Training	\$121,730.00								\$121,730.00
Other Expenses	\$74,763.00								\$74,763.00
Indirect	\$199,064.00								\$199,064.00
TOTAL EXPENSE	\$2,189,679.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$2,189,679.00
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Total Indirect Cost	\$199,064.00						Total	Total Agency Budget	\$2,189,679.00
							Percent of Sub	Percent of Subrecipient Budget	100.00%
B. Explain any items noted as pending:									
C Program Income Calculation:									

Subaward Packet - STANDARD Revised 4/23

Budget Summary: Page 1 of 1

Agency Ref.#: SG-2025-00759

- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and
 employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed
 State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services
 Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

Note: If match funds are required, Section H: Matching Funds Agreement must accompany the subaward packet.

The Subrecipient agrees:

To request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subaward period.

- Total reimbursement through this subaward will not exceed \$2,189,679.00;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred:
- Indicate what additional supporting documentation is needed in order to request reimbursement;
 - Invoices, payroll reports, line-item description of expenses incurred.; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the <u>CLOSE OF THE SUBAWARD PERIOD</u>.
 Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the BUDGET PERIOD will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Identify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:
 - Providing technical assistance, upon request from the Subrecipient;
 - Providing prior approval of reports or documents to be developed;
 - Forwarding a report to another party, i.e. CDC.
 - Providing technical assistance, upon request from the Subrecipient.

Providing prior approval of reports or documents to be developed

The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure
documentation are submitted to and accepted by the Department.

Both parties agree:

- The site visit/monitoring schedule may be clarified here. The Department will conduct at least annual site visits with Subrecipient
- The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that
 could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward,
 and will be in effect for the term of this subaward.
- All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the
 termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be
 terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this
 Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this
 Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

- A Request for Reimbursement is due on a Monthly basis, based on the terms of the subaward agreement, no later than the 15th
 of the month.
- Reimbursement is based on <u>actual</u> expenditures incurred during the period being reported.
- Payment will not be processed without all reporting being current.
- Reimbursement may only be claimed for expenditures approved within the Notice of Subaward.

SECTION D Request for Reimbursement

Program Name: Public Health Infrastructure & Subrecipient Name: Northern Nevada Public Health mprovement							
Address: 10375 Professiona	al Circle , Reno,	Nevada 89521	Address: 1001 E 9Th St Bldg B, Reno, Nevada 89512- 2845				
Subaward Period: 12/01/20	24 - 11/30/2027		Subrecipient's: EIN: 88-6000138				
<u>Bubuwaid Follog.</u> 12/0 //20							
			Vendor #: T40283400Q				
	FINANCIAL	REPORT AND REC	QUEST FOR REIMBURSEMENT				
	(must	be accompanied by	expenditure report/back-up)				
Mo	onth(s)		Calendar Year				
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended	
1. Personnel	\$1,684,998.00	\$0.00	\$0.00	\$0.00	\$1,684,998.00	0.00%	
2. Travel	\$10,700.00	\$0.00	\$0.00	0.0000	\$10,700.00	0.00%	
3. Operating	\$14,728.00	\$0.00	\$0.00	\$0.00	\$14,728.00	0.00%	
4. Equipment	\$5,640.00	\$0.00	\$0.00	\$0.00	\$5,640.00	0.00%	
5. Contractual/Consultant	\$78,056.00	\$0.00	\$0.00	\$0.00	\$78,056.00	0.00%	
6. Training	\$121,730.00	\$0.00	\$0.00	\$0.00	\$121,730.00	0.00%	
7. Other	\$74,763.00	\$0.00	\$0.00	\$0.00	\$74,763.00	0.00%	
8. Indirect	\$199,064.00	\$0.00	\$0.00	\$0.00	\$199,064.00	0.00%	
Total	\$2,189,679.00	\$0.00	\$0.00	\$0.00	\$2,189,679.00	0.00%	
MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete	
						0.00%	
I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that the amount of this request is not in excess of current needs or, cumulatively for the grant term, in excess of the total approved grant award. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. I verify that the cost allocation and backup documentation attached is correct.							
Authorized Signature		Title			Date		
		FOR DEPART	MENT USE ONLY				
Is program contact required? □ Y	′es □ No	Conta	act Person				
Reason for contact:							
Fiscal review/approval date:							
Scope of Work review/approval da	ate:						

ASO or Bureau Chief (as required):

SECTION E

Audit Information Request

 Non-Federal entities that <u>expend</u> \$750,000.00 or more in total federal awards are requ for that year, in accordance with 2 CFR § 200.501(a). 	uired to have a single or program-specific audit conducted
2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year?	☑ Yes □ No
3. When does your organization's fiscal year end?	6/30/2024
4. What is the official name of your organization?	Northern Nevada Public Health
5. How often is your organization audited?	Annually
6. When was your last audit performed?	12/27/2023
7. What time-period did your last audit cover?	7/1/2022 - 6/30/2023
8. Which accounting firm conducted your last audit?	Eide Bailly

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION F

Current or Former State Employee Disclaimer

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency. Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

The provisions of this section do not apply to the employment of a former employee of an agency of this State who is <u>not</u> receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

Are any current	or form	ner employees of the State of Nevada assigned to perform work on this subaward?
YES		If "YES", list the names of any current or former employees of the State and the services that each person will perform.
NO	Ø	Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.
Name		Services

Subrecipient agrees that any employees listed cannot perform work until approval has been given from the Department.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

And

Northern Nevada Public Health

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
 - Breach means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
 - 2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 - CFR stands for the Code of Federal Regulations.
 - Agreement shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
 - Covered Entity shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
 - 6. Designated Record Set means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
 - 7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
 - Electronic Protected Health Information means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
 - Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
 - 10. Health Care Operations shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
 - 11. Individual means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
 - 12. Individually Identifiable Health Information means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the

individual. Refer to 45 CFR 160.103.

Parties shall mean the Business Associate and the Covered Entity.

Privacy Rule shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.

Protected Health Information means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete

Required by Law means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's

designee.

Security Rule shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C. 18.

Unsecured Protected Health Information means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.

USC stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

Access to Protected Health Information. The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e) (2) (ii) (E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.

Access to Records. The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).

Accounting of Disclosures. Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).

Agents and Subcontractors. The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).

Amendment of Protected Health Information. The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy

Rule, including, but not limited to, 45 CFR 164.526.

- Audits, Investigations, and Enforcement. The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
- Breach or Other Improper Access, Use or Disclosure Reporting. The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.

 Breach Notification Requirements. If the Covered Entity determines a breach of unsecured protected health information by
- the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media,

when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

Breach Pattern or Practice by Covered Entity. Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of

activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under

the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.

10. Data Ownership. The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.

11. Litigation or Administrative Proceedings. The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.

Minimum Necessary. The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in

accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).

Policies and Procedures. The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931

14. Privacy and Security Officer(s). The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business

Associate sustains a breach or suspected breach of protected health information.

- Safeguards. The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
- Training. The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.

Use and Disclosure of Protected Health Information. The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy

and Security Rule and the HITECH Act.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. Permitted Uses and Disclosures:

- Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e) (2) (i) and 42 USC 17935 and
- Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).

Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any

breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.

The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. Prohibited Uses and Disclosures:

Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.

The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration

IV. OBLIGATIONS OF COVERED ENTITY

The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.

The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.

Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:

Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.

If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return, or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.

These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.

Term. The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.

Termination for Breach of Agreement. The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.

Clarification. This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security

Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming. Indemnification. Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:

Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and

Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.

Interpretation. The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

Regulatory Reference. A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
 Survival. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

Compliance with this section is acknowledged by signing the subaward cover page of this packet.

Section H is not applicable for this Subaward